

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
DEL RIO DIVISION**

**JAVIER HERNANDEZ AND
ARACELI HERNANDEZ,
Plaintiffs,**

vs.

**STATE FARM LLOYDS AND
RENE RODRIGUEZ,
Defendants.**

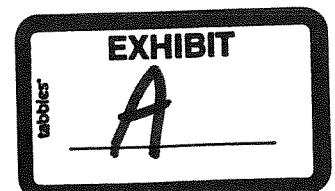
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Civil Action No. 2:16-cv-107

JURY REQUESTED

**INDEX OF STATE COURT PAPERS
IN CAUSE NO. 16-03-32879-MCVAJA**

1. Civil Case Docket Sheet for the District Court, 365th Judicial District, Maverick County, Texas
2. Plaintiffs' Original Petition
3. Correspondence from Plaintiffs' counsel's office dated March 30, 2016 requesting two citations.
4. Citation for State Farm Lloyds
5. Citation for Rene Rodriguez
6. Return and Affidavit of Service - State Farm Lloyds
7. Correspondence from Defendants' counsel's office to Maverick County District Clerk's office dated June 23, 2016 regarding state court file.
8. Correspondence from Defendants' counsel's office to Maverick County District Clerk's office dated June 28, 2016 regarding state court file.
9. Facsimile correspondence from Maverick County District Clerk's office to Defendants' counsel's office dated July 1, 2016 regarding state court file.
10. Original Answer and Request for Jury Trial by Defendants State Farm Lloyds and Rene Rodriguez



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Civil Docket
365th Judicial District Court
Maverick County

CASE NUMBER: 16-03-32879-mcvaja

06/29/2016 04:00PM

JAVIER HERNANDEZ ETAL VS STATE FARM LLOYDS AND RENE RODRIGUEZ	Filed: 03/29/2016 Status: Type: Other Civil Cases Judge: Amado Abascal, III
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Date	Event / Filing	Comments	Volume	Page
03/29/2016 10:32:00 AM	PLIFFS ORIG PETITION 16-03-32879-MCVAJA			
04/01/2016 12:00:00 AM	LETTER 16-03-32879-MCVAJA FROM JENNIFER ADAIR			
05/26/2016 02:42:24 PM	CITATION 16-03-32879-MCVAJA ISS TO STATE FARM LLOYDS--SENT TO ATTY OFFICE			
05/26/2016 02:47:38 PM	CITATION 16-03-32879-MCVAJA ISS TO RENE RODRIGUEZ--SENT TO ATTY OFFICE			
06/14/2016 01:44:00 PM	RETURN 16-03-32879-MCVAJA RTN. SVC ON STATE FARM SVD ON 6/10/2016			
06/23/2016 04:47:00 PM	REQUEST 16-03-32879-MCVAJA FROM ROBIN MCGREW			
06/26/2016 10:45:00 AM	REQUEST 16-03-32879-MCVAJA FROM ROBIN MCGREW			
06/29/2016 12:00:00 AM	LETTER 16-03-32879-MCVAJA FROM ROBIN MCGREW ENCLOSING CHECK AND SELF ADDRESSED AND STAMPED OVER-NIGHT ENVELOPE			

Filed at 03/29/2016 10:32:00 AM Leopoldo Velma, District Clerk
Maverick County, Texas BY _____ DEPUTY
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4. Defendant Rodriguez is an individual residing in and domiciled in the State of Texas. This defendant is engaged in the business of adjusting insurance claims in the State of Texas. Upon information and belief, Mr. Rodriguez may be served at 1140 Lion Way, San Antonio, Texas 78251, or wherever he may be found.

JURISDICTION

5. The Court has jurisdiction over this cause of action because the amount in controversy is within the jurisdictional limits of the Court. Plaintiffs are seeking monetary relief over \$200,000 but not more than \$1,000,000. Plaintiffs reserve the right to amend their petition during and/or after the discovery process.
6. The Court has jurisdiction over Defendant State Farm because this defendant engages in the business of insurance in the State of Texas, and Plaintiffs' causes of action arise out of this Defendant's business activities in the State of Texas.
7. The Court has jurisdiction over Defendant Rodriguez is domiciled in the State of Texas and because this defendant is an individual engaged in the business of insurance in the State of Texas, and Plaintiffs' causes of action arise out of this Defendant's business activities in the State of Texas.

VENUE

8. Venue is proper in Maverick County, Texas, because the insured property is situated in Maverick County, Texas. TEX. CIV. PRAC. & REM. CODE §15.032.

FACTS

9. Plaintiffs are the owners of a Texas Homeowners' Insurance Policy (hereinafter referred to as "the Policy"), which was issued by State Farm under Policy Number 83-LD-1060-8.
10. Plaintiffs own the insured property, which is specifically located at 164 Heritage Farms Drive, Eagle Pass, Texas 78852, in Maverick County (hereinafter referred to as "the Property").

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11. Defendant State Farm sold the Policy insuring the Property to Plaintiffs.
12. On or about April 23, 2014, a hail storm and/or windstorm struck Maverick County, Texas, causing severe damage to homes and businesses throughout the area, including Plaintiffs' residence ("the Storm"). Specifically, Plaintiffs' main dwelling composition clay tile roofing and accompanying roof components, such as the roofing felt, furring strip, valley metal, two (2) turtle-type roof vents, pipe jack flashing, drip edge, clay bird stop (eave closure strip), nailer board, and the clay ridge/hip/rake cap sustained extensive damage during the storm. Moreover, the exterior of Plaintiffs' home also sustained hail damage during the storm, including but not limited to damage to the structure address numbers and letters, trim board, fascia, soffit, soffit vents, stucco siding, door, porch, porch ceiling, door trim board, aluminum sliding patio door, rail, aluminum thermal window and two (2) exterior air conditioning units. In addition, the storm damaged the Plaintiffs' roof allowing wind driven rain to damage the interior of Plaintiffs' home, including the living room, dining room, theater room, and bathroom. Furthermore, the storm caused damage to Plaintiffs' pool area, shed, family lounge and fence. Plaintiffs filed a claim, in accordance with the terms of the Policy, with their insurance company, State Farm, for the damages to their home caused by the Storm.
13. Plaintiffs submitted a claim to State Farm against the Policy as referenced in paragraph 9 above, for Roof Damage, Interior, Exterior and Other Damage sustained as a result of the hail storm and/or windstorm.
14. Plaintiffs asked that State Farm cover the cost of repairs to the Property, including but not limited to, repair and/or replacement of the roof and repair of exterior damage to the Property, repair of the interior water damage and repair and/or replacement of the pool area, shed, family lounge and fence pursuant to the Policy.
15. Defendant State Farm assigned Defendant Rodriguez to adjust the claim. Defendant Plaintiffs' Original Petition and Requests for Disclosure

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Rodriguez was improperly trained and/or supervised and failed to perform a thorough investigation of Plaintiffs' claim. Specifically, Mr. Rodriguez conducted a substandard inspection of Plaintiffs' property. The inadequacy of Mr. Rodriguez's inspection is evidenced by the report, which failed to include the majority of Plaintiffs' damages. For example, though Mr. Rodriguez acknowledged that there was interior water damage to the Property, he did not report any of the damage to the main dwelling roof and all of the accompanying roof components. Furthermore, he failed to report other damage to the exterior of the house and other structures, such as the pool area, family lounge, shed and fence. Additionally, Mr. Rodriguez under-scoped or undervalued the damage to the interior of Plaintiffs' house.

16. Ultimately, Defendant Rodriguez's estimate did not allow adequate funds to cover the cost of repairs for any of the damages sustained. Mr. Rodriguez's inadequate investigation was relied upon by State Farm in this action and resulted in Plaintiffs' claim being improperly denied.
17. Defendant State Farm failed to adequately train and supervise Defendant Rodriguez resulting in the unreasonable investigation and improper handling of Plaintiffs' claim. Moreover, State Farm failed to thoroughly review and properly oversee the work of the adjuster, ultimately approving an improper adjustment of and an inadequate, unfair settlement of Plaintiffs' claim. As a result of Defendants' wrongful acts and omissions set forth above and further described herein, Plaintiffs' claims were improperly denied causing them to suffer damages.
18. Together, Defendants State Farm and Rodriguez set about to deny and/or underpay on properly covered damages. State Farm and Mr. Rodriguez misrepresented to Plaintiffs that Defendant Rodriguez's estimate included all of Plaintiffs' properly covered hail storm and/or windstorm damages and made sufficient allowances to cover the cost of repairs to

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Plaintiffs' Property pursuant to the Policy when, in fact, the estimate failed to include many of Plaintiffs' properly covered storm damages and failed to allow for adequate amounts to cover the cost of repairs to Plaintiffs' Property. Defendants State Farm and Rodriguez failed to provide any coverage for the damages sustained by Plaintiffs and under-scoped and undervalued Plaintiffs' damages, thereby denying payment on Plaintiffs' claim. As a result of the Defendants' unreasonable investigation, Plaintiffs' claim was improperly adjusted and Plaintiffs have been severely underpaid and suffered damages. The mishandling of Plaintiffs' claim has also caused a delay in Plaintiffs' ability to fully repair their Property, which has resulted in additional damages. To this date, Plaintiffs have yet to receive the sufficient payment that they are entitled to under the Policy.

19. As detailed in the paragraphs below, State Farm wrongfully denied Plaintiffs' claim for repairs of the Property, even though the Policy provided coverage for losses such as those suffered by Plaintiffs. Furthermore, State Farm undervalued some of Plaintiffs' claims by not providing full coverage for the damages sustained by Plaintiffs, as well as under-scoping the damages during its investigation.
20. To date, State Farm continues to delay in the payment for the damages to the property. As such, Plaintiffs have not been paid in full for the damages to their home.
21. Defendant State Farm failed to perform its contractual duty to adequately compensate Plaintiffs under the terms of the Policy. Specifically, it refused to pay any proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged property. State Farm's conduct constitutes a breach of the insurance contract between State Farm and Plaintiffs.
22. Defendants State Farm and Rodriguez misrepresented to Plaintiffs that the damage to the Property was not covered under the Policy, even though the damage was caused by a covered occurrence. Defendants conduct constitutes violations of the Texas Insurance

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Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(1).

23. Defendants State Farm and Rodriguez failed to make an attempt to settle Plaintiffs' claim in a fair manner, although they were aware of their liability to Plaintiffs under the Policy. State Farm's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(2)(A).
24. Defendants State Farm and Rodriguez failed to explain to Plaintiffs the reasons for their denial of Plaintiffs' claim. Specifically, State Farm and Mr. Rodriguez failed to offer Plaintiffs adequate compensation, without any explanation why full payment was not being made. Furthermore, State Farm and Mr. Rodriguez did not communicate that any future settlements or payments would be forthcoming to pay for the losses covered under the Policy, nor did it provide any explanation for the failure to adequately settle Plaintiffs' claim. The conduct of State Farm and Rodriguez is a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(3).
25. Defendants State Farm and Rodriguez failed to affirm or deny coverage of Plaintiffs' claim within a reasonable time. Specifically, Plaintiffs did not receive timely indication of acceptance or rejection, regarding the full and entire claim, in writing from State Farm or Mr. Rodriguez. The conduct of State Farm constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(4).
26. Defendants State Farm and Rodriguez refused to fully compensate Plaintiffs, under the terms of the Policy, even though State Farm and Mr. Rodriguez failed to conduct a reasonable investigation. Specifically, State Farm and Mr. Rodriguez performed an outcome-oriented investigation of Plaintiffs' claim, which resulted in a biased, unfair, and inequitable evaluation of Plaintiffs' losses on the Property. The conduct of State Farm and Rodriguez constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(7).

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27. Defendant State Farm failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiffs' claim, beginning an investigation of Plaintiffs' claim, and requesting all information reasonably necessary to investigate Plaintiffs' claim, within the statutorily mandated time of receiving notice of Plaintiffs' claim. State Farm's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims, TEX. INS. CODE §542.055.
28. Defendant State Farm failed to accept or deny Plaintiffs' full and entire claim within the statutorily mandated time of receiving all necessary information. State Farm's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims, TEX. INS. CODE §542.056.
29. Defendant State Farm failed to meet its obligations under the Texas Insurance Code regarding payment of claim without delay. Specifically, it has delayed full payment of Plaintiffs' claim longer than allowed and, to date, Plaintiffs have not received full payment for their claim. State Farm's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims, TEX. INS. CODE §542.058.
30. From and after the time Plaintiffs' claim was presented to Defendant State Farm, the liability of State Farm to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, State Farm has refused to pay Plaintiffs in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied to deny the full payment. State Farm's conduct constitutes a breach of the common law duty of good faith and fair dealing.
31. Defendants State Farm and Rodriguez knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiffs.

32. As a result of Defendants State Farm's and Rodriguez's wrongful acts and omissions,

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Plaintiffs were forced to retain the professional services of the attorney and law firm who are representing them with respect to these causes of action.

CAUSES OF ACTION:

CAUSES OF ACTION AGAINST DEFENDANT RODRIGUEZ

COUNT ONE: NONCOMPLIANCE WITH TEXAS INSURANCE CODE: UNFAIR SETTLEMENT PRACTICES

33. During his investigation, Mr. Rodriguez failed to properly assess Plaintiffs' hail storm and/or windstorm damages. Specifically, during his inspection, Mr. Rodriguez spent an inadequate time scoping for damages. This is most acutely seen in Mr. Rodriguez's omission of many covered damages from his report, such as the main dwelling roof, exterior damage of the dwelling, including the fascia, soffit, soffit vents, stucco siding, door, porch, patio door, and rail and accompanying structures on the property, including the pool area, family lounge, shed, and fence.
34. In addition, the damages that Mr. Rodriguez did include in his estimate were both underestimated and undervalued. Specifically, Defendant Rodriguez failed to allow sufficient funds to cover the replacement/repair of the living room, dining room, theater room, and bathroom, underpriced the cost of materials required for necessary repairs, incorrectly applied material sales tax, failed to include adequate overhead and profit, and improperly calculated the actual cash value of Plaintiffs' loss under the Policy.
35. Defendant State Farm knew or should have known that Defendant Rodriguez lacked the knowledge and experience to adequately investigate claims of this nature.
36. Defendant Rodriguez's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices, TEX. INS. CODE §541.060(a). All violations under this article are made actionable by TEX. INS. CODE §541.151.

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37. Defendant Rodriguez is individually liable for his unfair and deceptive acts, irrespective of the fact he was acting on behalf of State Farm, because Defendant Rodriguez is a "person" as defined by TEX. INS. CODE §541.002(2). The term "person" is defined as "any individual, corporation, association, partnership, reciprocal or interinsurance exchange, Lloyds plan, fraternal benefit society, or other legal entity engaged in the business of insurance, including an agent, broker, *adjuster* or life and health insurance counselor." TEX. INS. CODE §541.002(2) (emphasis added). (See also *Liberty Mutual Insurance Co. v. Garrison Contractors, Inc.*, 966 S.W.2d 482, 484 (Tex. 1998) (holding an insurance company employee to be a "person" for the purpose of bringing a cause of action against him or her under the Texas Insurance Code and subjecting him or her to individual liability)).
38. Falsehoods and misrepresentations may be communicated by actions as well as by the spoken word; therefore, deceptive conduct is equivalent to a verbal representation. Defendants' misrepresentations by means of deceptive conduct include, but are not limited to: (1) failing to conduct a reasonable inspection and investigation of Plaintiffs' damages; (2) stating that Plaintiffs' damages were less severe than they in fact were; (3) using their own statements about the non-severity of the damage as a basis for denying properly covered damages and/or underpaying damages; and (4) failing to provide an adequate explanation for the inadequate compensation Plaintiffs received. Defendant Rodriguez's unfair settlement practices, as described above and the example given herein, of misrepresenting to Plaintiffs material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(1).
39. Defendant Rodriguez's unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though

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liability under the Policy is reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance, TEX. INS. CODE §541.060(a)(2)(A).

40. Defendant Rodriguez failed to explain to Plaintiffs the reasons for his offer of an inadequate settlement. Specifically, Defendant Rodriguez failed to offer Plaintiffs adequate compensation without proper explanation as to why full payment was not being made. Furthermore, Defendant Rodriguez did not communicate that any future settlements or payments would be forthcoming to pay for the entire losses covered under the Policy, nor did he provide any explanation for the failure to adequately settle Plaintiffs' claim. The unfair settlement practice of Defendant Rodriguez as described above, of failing to promptly provide Plaintiffs with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for the offer of a compromise settlement of Plaintiffs' claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance, TEX. INS. CODE §541.060(a)(3).
41. Defendant Rodriguez did not adequately explain which damages were not being covered under the estimate. Defendant Rodriguez's unfair settlement practice, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiffs, or to submit a reservation of rights to Plaintiffs, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance, TEX. INS. CODE §541.060(a)(4).
42. Defendant Rodriguez did not properly inspect the Property and failed to account for and/or undervalued many of Plaintiffs' exterior and interior damages, although reported by Plaintiffs to State Farm. Defendant Rodriguez, apart from his undervalued allotment for the roof damages, omitted many of the covered damages—including, but not limited to, damage to the clay tile roofing, furring strip, valley melt, flashing, roof vent, drip edge, and

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ridge, hip and rake cap. Furthermore, Defendant Rodriguez fail to note the damages to the pool area, shed, family lounge, and fence. Defendant Rodriguez's unfair settlement practice, as described above, of refusing to pay Plaintiffs' claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(7).

CAUSES OF ACTION AGAINST STATE FARM

43. Defendant State Farm is liable to Plaintiffs for intentional breach of contract, as well as intentional violations of the Texas Insurance Code, and intentional breach of the common law duty of good faith and fair dealing.

COUNT ONE: BREACH OF CONTRACT

44. Defendant State Farm's conduct constitutes a breach of the insurance contract made between State Farm and Plaintiffs.
45. Defendant State Farm's failure and/or refusal, as described above, to pay the adequate compensation as it is obligated to do under the terms of the Policy in question, and under the laws of the State of Texas, constitutes a breach of State Farm's insurance contract with Plaintiffs.

**COUNT TWO: NONCOMPLIANCE WITH TEXAS INSURANCE CODE:
UNFAIR SETTLEMENT PRACTICES**

46. Defendant State Farm's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a). All violations under this article are made actionable by TEX. INS. CODE §541.151.
47. Defendant State Farm's unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though State Farm's liability under the Policy was reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance.

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TEX. INS. CODE §541.060(a)(2)(A).

48. Defendant State Farm's unfair settlement practice, as described above, of failing to promptly provide Plaintiffs with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for its offer of a compromise settlement of the claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance, TEX. INS. CODE §541.060(a)(3).
49. Defendant State Farm's unfair settlement practice, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiffs, or to submit a reservation of rights to Plaintiffs, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance, TEX. INS. CODE §541.060(a)(4).
50. Defendant State Farm's unfair settlement practice, as described above, of refusing to pay Plaintiffs' claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance, TEX. INS. CODE §541.060(a)(7).

**COUNT THREE: NONCOMPLIANCE WITH TEXAS INSURANCE CODE:
THE PROMPT PAYMENT OF CLAIMS**

51. Defendant State Farm's conduct constitutes multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are made actionable by TEX. INS. CODE §542.060.
52. Defendant State Farm's failure to acknowledge receipt of Plaintiffs' claim, commence investigation of the claim, and request from Plaintiffs all items, statements, and forms that it reasonably believed would be required within the applicable time constraints, as described above, constitutes a non-prompt payment of claims and a violation of TEX. INS. CODE §542.055.
53. Defendant State Farm's failure to notify Plaintiffs in writing of its acceptance or rejection

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of the claim within the applicable time constraints, constitutes a non-prompt payment of the claim. TEX. INS. CODE §542.056.

54. Defendant State Farm's delay of the payment of Plaintiffs' claim following its receipt of all items, statements, and forms reasonably requested and required, longer than the amount of time provided for, as described above, constitutes a non-prompt payment of the claim. TEX. INS. CODE §542.058.

COUNT FOUR: ACTS CONSTITUTING ACTING AS AGENT

55. As referenced and described above, and further conduct throughout this litigation and lawsuit, Defendant Rodriguez is an agent of State Farm based on his acts during the handling of this claim, including inspections, adjustments, and aiding in adjusting a loss for or on behalf of the insurer. TEX. INS. CODE §4001.051.
56. Separately, and/or in the alternative, as referenced and described above, State Farm ratified the actions and conduct of Defendant Rodriguez including the completion of his duties under the common law and statutory law.

COUNT FIVE: BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

57. Defendant State Farm's conduct constitutes a breach of the common law duty of good faith and fair dealing owed to the insured in insurance contracts.
58. "Good faith and fair dealing" is defined as the degree and diligence which a man of ordinary care and prudence would exercise in the management of one's own business. *Arnold v. Nat'l Mut. Fir Ins. Co.*, 725 S.W.2d 165, 167 (Tex. 1987). This tort arises from Texas law, which recognizes that a special relationship exists as a result of Plaintiffs' (the policyholders) and State Farm's (the insurer) unequal bargaining power. Part of this unequal bargaining power results from the fact that State Farm, like other insurers, controls entirely the evaluation, processing and denial of claims.

59. At the time of Defendant Rodriguez's inspection and/or investigation, upon which State

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Farm relied entirely for its investigation, evaluation, and settling of Plaintiffs' claim, Defendant Rodriguez tried to wrongfully deny Plaintiffs' losses. By not accounting for the covered damages Defendants State Farm and Mr. Rodriguez did not inspect and evaluate Plaintiffs' home as if it were their own home. Defendant State Farm's investigation and evaluation was not reasonable, thus, State Farm lacked a reasonable basis for denying or only partially including payment for Plaintiffs' covered damages. State Farm's overall conduct in handling Plaintiffs' claim was not reasonable.

60. Defendant State Farm's failure, as described above, to adequately and reasonably investigate and evaluate Plaintiffs' claim, although, at that time, Defendant State Farm knew or should have known by the exercise of reasonable diligence that its liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

KNOWLEDGE

61. Each of the acts described above, together and singularly, was done "knowingly," as that term is used in the Texas Insurance Code, and was a producing cause of Plaintiffs' damages described herein.

DAMAGES

62. Plaintiffs would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained by Plaintiffs.
63. As previously mentioned, the damages caused by the April 23, 2014, hail storm and/or windstorm have not been properly addressed or repaired in the months since the storm, causing further damages to the Property, and causing undue hardship and burden to Plaintiffs. These damages are a direct result of Defendant State Farm's mishandling of Plaintiffs' claim in violation of the laws set forth above.
64. For breach of contract, Plaintiffs are entitled to regain the benefit of their bargain, which is the amount of their claim, together with attorney's fees.

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65. For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiffs are entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the policy, mental anguish, court costs, and attorney's fees. For knowing conduct of the acts described above, Plaintiffs ask for three times their actual damages. TEX. INS. CODE §541.152.
66. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiffs are entitled to the amount of their claim, as well as eighteen (18) percent interest per annum on the amount of such claim as damages, together with attorney's fees. TEX. INS. CODE §542.060.
67. For breach of the common law duty of good faith and fair dealing, Plaintiffs are entitled to compensatory damages, including all forms of loss resulting from the insurer's breach of duty, such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer owed, exemplary damages, and damages for emotional distress.
68. For the prosecution and collection of this claim, Plaintiffs have been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiffs are entitled to recover a sum for the reasonable and necessary services of Plaintiffs' attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

REQUEST FOR DISCLOSURE

69. Under Texas Rules of Civil Procedure 194, Plaintiffs hereby requests Defendants State Farm and Mr. Rodriguez, each disclose, within fifty (50) days of service of this request, the information or material described in Texas Rule of Civil Procedure 194.2 (a) through (l).

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PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that upon trial hereof, said Plaintiffs have and recover such sums as would reasonably and justly compensate them in accordance with the rules of law and procedure, as to actual damages, treble damages under the Texas Insurance Code, and all punitive and exemplary damages as may be found. In addition, Plaintiffs request the award of attorney's fees for the trial and any appeal of this case, for all costs of Court on their behalf expended, for prejudgment and post-judgment interest as allowed by law, and for any other and further relief, either at law or in equity, to which they may show themselves justly entitled.

Respectfully submitted,

ARGUELLO, HOPE & ASSOCIATES, P.L.L.C.

By: /s/ Philip K. Broderick

Philip K. Broderick
State Bar of Texas Number: 24094561
1110 NASA Parkway, Suite 620
Houston, Texas 77058
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Facsimile: (281) 402-3534
Philip@simplyjustice.com
ATTORNEY FOR PLAINTIFFS
JAVIER HERNANDEZ AND
ARACELI HERNANDEZ

CERTIFIES TO BE A TRUE
AND CORRECT COPY OF THE
ORIGINAL ON THIS DAY

JUN 29 2016

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District Clerk Maverick County, Texas
By:  (Deputy)

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Martin A. Arguello^T
 Andrew L. HopeTM
 R. James AmaroTM
 Nishi Kothari^T
 Niti ShahTM



Andres Arguello^T
 Philip Broderick^T
 Samantha Fenwick^T
 Rania Mohaan^T
 David MillerTM

March 30, 2016

Via Regular Mail

Maverick County District Clerk
 500 Quarry Street, Suite 5
 Eagle Pass, Texas 78852

RE: Cause No. 16-03-32879-MCVAJA; Javier Hernandez and Araceli Hernandez v. State Farm Lloyds and Rene Rodriguez; In the 365th Judicial District, Maverick County, Texas

Dear Clerk:

Regarding the above-referenced cause of action, please find two copies of Plaintiffs' Original Petition. Please prepare two citations for the following:

State Farm Lloyds
 Registered Agent: Corporation Service Company
 211 East 7th Street, Suite 620
 Austin, Texas 78710

Rene Rodriguez
 1140 Lion Way
 San Antonio, Texas 78251

CERTIFIES TO BE A TRUE
 AND CORRECT COPY OF THE
 ORIGINAL ON THIS DAY

JUN 29 2016

LEOPOLDO VIELMA
 District Clerk Maverick County, Texas
 By *[Signature]*

For your convenience, a self-addressed envelope has also been provided. Should you have any questions, please do not hesitate to contact our office.

Best regards,

[Signature]

Jennifer Adair
 Paralegal to Philip Broderick

/ja
 Enclosures



Filed at 04/01/2016 12:00:00 AM Leopoldo Vielma, District Clerk
 Maverick County, Texas BY _____ DEPUTY
 LETTER 1035201

[Signature]
 APR 01 2016
[Signature]

07/01/2016 11:35 District Clerk

(FAX)8307734439

P.020/032

CLERK OF THE COURT
LEOPOLDO VIELMA
500 Quarry Street, Suite 5
Eagle Pass, Texas 78852

ATTORNEY FOR PLAINTIFF OR PLAINTIFF
BRODERICK PHILIP K.
1110 NASA PARKWAY, STE 620
HOUSTON, TX 77058
281-532-5529

THE STATE OF TEXAS

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

STATE FARM LLOYDS
BY SERVING ITS REGISTERED AGENT
CORPORATION SERVICE COMPANY
211 EAST 7TH STREET, SUITE 620
AUSTIN, TEXAS 78710-3218



Filed at 05/25/2016 02:42:24 PM Leopoldo Vielma, District Clerk

Maverick County, Texas BY _____ DEPUTY

CITATION

1034129

To, Defendant, Greetings:

You are hereby commanded to appear by filing a written answer to the Plaintiff's Original Petition and Requests for Disclosure at or before 10:00 a.m. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable AMADO ABASCAL, III of the 365th Judicial District Court of Maverick County, Texas at the Court House of said County in Eagle Pass, Texas.

Said Plaintiff's Original Petition and Requests for Disclosure was filed in said court on March 29, 2016 in this case, numbered 16-03-32879-MCVAJA on the docket of said court, and styled, JAVIER HERNANDEZ ETAL VS STATE FARM LLOYDS AND RENE RODRIGUEZ.

The nature of Plaintiff's demand is fully shown by a true and correct copy of Plaintiff's Original Petition and Requests for Disclosure accompanying this citation and made a part of hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at Eagle Pass, Texas this the Twenty fifth day of May, 2016

Leopoldo Vielma, Clerk
365 Judicial District Court
Maverick County, Texas

By (S) Deputy

CERTIFIED TO BE A TRUE
AND CORRECT COPY OF THE
ORIGINAL ON THIS DAY

JUN 29 2016

LEOPOLDO VIELMA
District Clerk Maverick County, Texas

07/01/2016 11:35 District Clerk

(FAX)8307734439

P.021/032

SHERIFF'S RETURN

Came to hand on the _____ day of _____, 20____,
 at _____ O'clock __M., and EXECUTED by delivering to each of the within named
 defendants, in person, a true copy of this Citation, together within the accompanying true and
 correct copy of the Plaintiff's Petition. At the following times and places to-wit:

Name _____ MO. _____ DAY _____ 20____ TIME _____
 AND NOT EXECUTED because _____

_____ Sheriff / Constable Pct

_____ County

As to DEFENDANT: _____ By: _____ Deputy
 Sheriff / Deputy Constable

MO. _____ DAY _____ 20____ TIME _____ OR _____ Private
 (Private Process Server must
 Complete Verification Form)

07/01/2016 11:35 District Clerk

(FAX)8307734439

P.022/032

CLERK OF THE COURT
LEOPOLDO VIELMA
500 Quarry Street, Suite 5
Eagle Pass, Texas 78852

ATTORNEY FOR PLAINTIFF OR PLAINTIFF
BRODERICK PHILIP K.
1110 NASA PARKWAY, STE 620
HOUSTON, TX 77058
281-532-5529

THE STATE OF TEXAS

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

RENE RODRIGUEZ
1140 LION WAY
SAN ANTONIO, TEXAS 78251



Filed at 05/25/2016 02:47:36 PM Leopoldo Vielma, District Clerk
Maverick County, Texas BY _____ DEPUTY
CITATION 1034131

To, Defendant, Greetings:

You are hereby commanded to appear by filing a written answer to the Plaintiff's Original Petition and Requests for Disclosure at or before 10:00 a.m. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable AMADO ABASCAL, III of the 365th Judicial District Court of Maverick County, Texas at the Court House of said County in Eagle Pass, Texas.

Said Plaintiff's Original Petition and Requests for Disclosure was filed in said court on March 29, 2016 in this case, numbered 16-03-32879-MCVAJA on the docket of said court, and styled, JAVIER HERNANDEZ ETAL VS STATE FARM LLOYDS AND RENE RODRIGUEZ.

The nature of Plaintiff's demand is fully shown by a true and correct copy of Plaintiff's Original Petition and Requests for Disclosure accompanying this citation and made a part of hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at Eagle Pass, Texas this the Twenty fifth day of May, 2016

Leopoldo Vielma, Clerk
365 Judicial District Court
Maverick County, Texas

By FSI Deputy

SHERIFF'S RETURN

CERTIFIES TO BE A TRUE
AND CORRECT COPY OF THE
ORIGINAL ON THIS DAY

JUN 29 2016

LEOPOLDO VIELMA
District Clerk Maverick County, Texas

07/01/2016 11:35 District Clerk

(FAX)8307734439

P.023/032

Came to hand on the _____ day of _____, 20____,
 at _____ O'clock __M., and EXECUTED by delivering to each of the within named
 defendants, in person, a true copy of this Citation, together within the accompanying true and
 correct copy of the Plaintiff's Petition. At the following times and places to-wit:

Name _____ MO. _____ DAY _____ 20____ TIME _____
 AND NOT EXECUTED because _____

_____ Sherriff / Constable Pct
 _____ County

As to DEFENDANT: _____ By: _____ Deputy
 Sherriff / Deputy Constable

MO. _____ DAY _____ 20____ TIME _____ OR _____ Private
 (Private Process Server must
 Complete Verification Form)

07/01/2016 11:36 District Clerk

(FAX)8307734439

P.024/032

Electronically Filed at
6/14/2016 1:44:42 PM
Leopoldo Vielma, District Clerk
Maverick County, Texas
By: Laura Rodriguez, Deputy

365th District Court of MAVERICK County, Texas
PO BOX 4129 EAGLE PASS TX 78853

CASE #: 16-03-32879-MCVAJA

JAVIER HERNANDEZ AND ARACELI HERNANDEZ

Plaintiff

vs

STATE FARM LLOYDS AND RENE RODRIGUEZ

Defendant

Filed at 06/14/2016 01:44:00 PM Leopoldo Vielma, District Clerk
Maverick County, Texas BY 1039310 DEPUTY
RETURN

AFFIDAVIT OF SERVICE

I, FLOYD J BOUDREAUX, make statement to the fact;
That I am a competent person more than 18 years of age or older and not a party to
this action, nor interested in outcome of the suit. That I received the documents
stated below on 06/10/16 10:47 am, instructing for same to be delivered upon State
Farm Lloyds By Delivering To It's Registered Agent: Corporation Service Company.

That I delivered to : State Farm Lloyds By Delivering To It's Registered Agent;
: Corporation Service Company. By Delivering to Sue Vertrees,
: Customer Service

the following : CITATION; PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

at this address : 211 E 7th St Ste 620
: Austin, Travis County, TX 78701

Manner of Delivery : by PERSONALLY delivering the document(s) to the person above.

Delivered on : JUN 10, 2016 11:00 am

CERTIFIES TO BE A TRUE
AND CORRECT COPY OF THE
ORIGINAL ON THIS DAY

JUN 29 2016

LEOPOLDO VIELMA,
District Clerk Maverick County, Texas
By: *[Signature]*

My name is FLOYD J BOUDREAUX, my date of birth is JAN 10th, 1943, and my address is
Professional Civil Process Downtown, 2211 S. IH 35, Suite 203, Austin TX 78741 and
U.S.A. I declare under penalty of perjury that the foregoing is true and correct.
Executed in Travis County, State of Texas, on the 10 day of JUNE, 2016.

[Signature]
FLOYD J BOUDREAUX
381
Declarant
AND REQUEST FOR
Return

Texas Certification#: SCH-3506 Exp. 02/28/17

Private Process Server

Professional Civil Process Of Texas, Inc
103 Vista View Trail Spicewood TX 78669
(512) 477-3500

PCP Inv#: Z16600066

SO Inv#: A16601039 See Person

Reference : 3938



AX02A16601039

+ Service Fee: 70.00

Witness Fee: .00

Mileage Fee: .00

tomcat

Broderick, Philip

E-FILE RETURN

07/01/2016 11:36 District Clerk

(FAX)8307734439

P.025/032

Electronically filed at
6/14/2016 1:44:42 PM
Leopoldo Vielma, District Clerk
Maverick County, Texas
By: Laura Rodriguez, Deputy

ORIGINAL

CLERK OF THE COURT
LEOPOLDO VIELMA
500 Quarry Street, Suite 5
Eagle Pass, Texas 78852

ATTORNEY FOR PLAINTIFF OR PLAINTIFF
BRODERICK PHILIP K.
1110 NASA PARKWAY, STE 620
HOUSTON, TX 77058
281-532-5529

THE STATE OF TEXAS

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

STATE FARM LLOYDS
BY SERVING ITS REGISTERED AGENT
CORPORATION SERVICE COMPANY
211 EAST 7TH STREET, SUITE 620
AUSTIN, TEXAS 78710-3218

To, Defendant, Greetings:

You are hereby commanded to appear by filing a written answer to the Plaintiff's Original Petition and Requests for Disclosure at or before 10:00 a.m. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable AMADO ABASCAL, III of the 365th Judicial District Court of Maverick County, Texas at the Court House of said County in Eagle Pass, Texas.

Said Plaintiff's Original Petition and Requests for Disclosure was filed in said court on March 29, 2016 in this case, numbered 16-03-32879-MCVAJA on the docket of said court, and styled, JAVIER HERNANDEZ ETAL VS STATE FARM LLOYDS AND RENE RODRIGUEZ.

The nature of Plaintiff's demand is fully shown by a true and correct copy of Plaintiff's Original Petition and Requests for Disclosure accompanying this citation and made a part of hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at Eagle Pass, Texas
this the Twenty fifth day of May, 2016

Leopoldo Vielma, Clerk
365 Judicial District Court
Maverick County, Texas

By Laura Rodriguez Deputy

07/01/2016 11:36 District Clerk

(FAX)8307734439

P.026/032

Electronically filed at
 6/14/2016 1:44:42 PM
 Leopoldo Vielma, District Clerk
 Maverick County, Texas
 By: Laura Rodriguez, Deputy

SHERIFF'S RETURN

Came to hand on the _____ day of _____, 20____,
 at _____ O'clock __M., and EXECUTED by delivering to each of the within named
 defendants, in person, a true copy of this Citation, together within the accompanying true and
 correct copy of the Plaintiff's Petition. At the following times and places to-wit:

Name _____ MO. _____ DAY _____ 20____ TIME _____
 AND NOT EXECUTED because _____

_____ Sherriff / Constable Pct
 _____ County

As to DEFENDANT: _____ By: _____ Deputy
 Sherriff / Deputy Constable

MO. _____ DAY _____ 20____ TIME _____ OR _____ Private
 (Private Process Server must
 Complete Verification Form)

07/01/2016 11:36 District Clerk

(FAX)8307734439

P.027/032

Electronically filed at
6/14/2016 1:44:42 PM
Leopoldo Vielma, District Cler
Maverick County, Texas
By: Laura Rodriguez, Deputy

OFFICER'S RETURN

<_CaseNum_>

<_CourtDesc_>

<_Style_>

ADDRESS FOR SERVICE:

<_Address_>

Came to hand on the ____ day of _____, 20____, At _____, o'clock ____m, and executed in
_____ County, Texas by delivering to each of the within named defendants in person a true copy of
this Citation with the date of delivery endorsed thereon, together with accompanying copy of the <_EventDese_>. At
the following times and places, to-wit:

Name	Date/Time	Place, Course and Distance from Courthouse
_____	_____	_____

And not executed as to the defendant(s). _____

The diligence used in finding said defendant(s) being:

And the cause or failure to execute this process is:

And the information received as to the whereabouts of said defendant(s) being:

FEES:

SERVING Petition and Copy \$ _____

Total \$ _____

_____, Officer

_____, County, Texas

By: _____, Deputy

Affiant

Complete IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.

In accordance with Rule 107: The officer or authorized person who serves, or attempts to serve, a citation shall
sign the return. The signature is not required to be verified. If the return is signed by person other than a sheriff,
constable or the clerk of the court, the return shall be signed under penalty of perjury and contain the following
Statement:

" My name is _____, my date of birth is _____, and my address is
(First, Middle, Last)

(Street, City, Zip)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FORGOING IS TRUE AND CORRECT.

Executed in _____ County, State of _____ on the _____ day of _____.

Server

Declarant/authorized Process

(Id # expiration of certification)

07/01/2016 11:37 District Clerk

(FAX)8307734439

P.028/032

Envelope Details

[https://reviewer.efiletexas.gov/EnvelopeDetails.aspx?envelopeguid=.](https://reviewer.efiletexas.gov/EnvelopeDetails.aspx?envelopeguid=)[Print this page](#)**Case # 16-03-32879-MCVAJA - JAVIER E. HERNANDEZ ETAL VS. STATE FARM LLOYDS (365TH)****Case Information**

Location Maverick County - District Clerk
Date Filed 06/14/2016 01:44:42 PM
Case Number 16-03-32879-MCVAJA
Case Description JAVIER E. HERNANDEZ ETAL VS. STATE FARM LLOYDS
Assigned to Judge 365TH
Attorney
Firm Name Professional Civil Process
Filed By Corp Billing
Filer Type Not Applicable

Fees

Convenience Fee \$0.00
Total Court Case Fees \$0.00
Total Court Party Fees \$0.00
Total Court Filing Fees \$0.00
Total Court Service Fees \$2.00
Total Filing & Service Fees \$0.00
Total Service Tax Fees \$0.00
Total Provider Service Fees \$0.00
Total Provider Tax Fees \$0.00
Grand Total \$2.00

Payment

Account Name Regular Clients
Transaction Amount \$2.00
Transaction Response Approved
Transaction ID 17921040
Order # 011135661-0

No Fee Documents

Filing Type
Filing Code
Filing Description
Reference Number
Comments

Status

Accepted Date
Fees

Court Fee**Service Fee****Documents****Lead Document**

AX02A16601039.PDF

EFile

No Fee Documents
Return of Service
 A16601039

Accepted

06/14/2016 03:57:19 PM

\$0.00

\$0.00

[Original]

[Resubmitted]

07/01/2016

11:37 District Clerk

(FAX)8307734439

P.029/032

2103664301

2103405916

10.43.41 a.m. 06-28-2016

1 / 3

JONES, ANDREWS & ORTIZ

ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION
10100 REUNION PLACE, SUITE 600
SAN ANTONIO, TEXAS 78216

TELEPHONE 210/344-3900

TELECOPY 210/366-4301

CONFIDENTIALITY NOTICE: Unless otherwise indicated, the information contained in this telecopy is confidential and attorney-privileged and is intended for the use of the individual or entity named below. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering this telecopy to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this telecommunication is strictly prohibited. If you have received this telecommunication in error, please immediately notify the sender via telephone (collect calls accepted), and return the original telecopy to Jones, Andrews & Ortiz P.C., at its expense, at the address indicated above via the U.S. Postal Service. Thank you.

When applicable, this telephonic document transfer constitutes service pursuant to Rules 21 and 21a of the Texas Rules of Civil Procedure.

FACSIMILE TRANSMISSION COVER SHEET

DATE: June 28, 2016 **FACSIMILE NO. CALLED:** 830-773-4439
TO: ATTN: DAISY
Leopoldo Vielma, District Clerk
FROM: Robin McGrew
RE: Cause No: 16-03-32879-MCVAJA; *Javier Hernandez and Araceli Hernandez v. State Farm Lloyds and Rene Rodriguez*; In the 365th Judicial District Court for Maverick County, Texas

NUMBER OF PAGES (including cover sheet): 3

NOTE: Pursuant to our telephone conversation moments ago, please see the attached correspondence dated June 28, 2016, concerning the above -referenced matter. Please contact me with the cost as soon as possible. Thank you.

ORIGINAL WILL NOT FOLLOW

CERTIFIES TO BE A TRUE
AND CORRECT COPY OF THE
ORIGINAL ON THIS DAY

If you do not receive this telecopy in its entirety, please call (210) 344-3900 immediately.
To reply by telecopy, dial (210) 366-4301.

JUN 29 2016

LEOPOLDO VIELMA
District Clerk Maverick County, Texas

10:45
FILED
AT _____ O'CLOCK AM

JUN 28 2016

LEOPOLDO VIELMA
District Clerk Maverick County, Texas
By *[Signature]*

Filed at 06/28/2016 10:45:00 AM Leopoldo Vielma, District Clerk
Maverick County, Texas BY _____ DEPUTY
REQUEST 1036308

07/01/2016 11:37 District Clerk

(FAX)8307734439

P.030/032

2103664301

2103405916

10:43:52 a.m. 06-28-2016

2/3

JONES, ANDREWS & ORTIZ

ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION
10100 REUNION PLACE, SUITE 600
SAN ANTONIO, TEXAS 78216
TELECOPY 210/366-4301

TELEPHONE 210/344-3900

WRITER'S DIRECT DIAL NUMBER/
E-MAIL ADDRESS:
210/308-4654
robth@jao-law.com

June 23, 2016

District Clerk
Leopoldo Vielma
500 Quarry Street, Suite 5
Engle Pass, Texas 78852

Via Facsimile (830) 773-4439

RE: Cause No: 16-03-32879-MCVAJA; *Javier Hernandez and Aracell Hernandez v. State Farm Lloyds and Rene Rodriguez*; In the 365th Judicial District Court for Maverick County, Texas

Dear Mr. Vielma:

Pursuant to my telephone conference this morning with Lizeth, in the District Clerk's office, please allow this as my formal request for copies of the State Court's **entire file, including the Court's Docket Sheet**. Please contact me at your earliest convenience at (210) 344-3900 with the cost of certified copies, and I will immediately forward payment via overnight mail.

Thank you for your kind assistance with this request. I look forward to your response.

Very truly yours,

/s/ Robin McGrew

Robin McGrew
Paralegal assisting Ray R. Ortiz

/rgm

314.207

07/01/2016 11:37 District Clerk

(FAX)8307734439

P.031/032

2103664301

2103405916

10 43.59 a.m. 06-28-2016

3 / 3

Transmission Report

Date/Time	06-23-2016	04:33:37 p.m.	Transmit Header Text
Local ID 1	2103664301		Local Name 1
Local ID 2	2103664301		Local Name 2
			2103405916
			2103405916

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"

JONES, ANDREWS & ORTIZ

ATTORNEYS AT LAW
A FIDELITY & SUTHERLAND COMPANY
1900 RICHMOND PARKWAY, SUITE 200
DALLAS, TEXAS 75219

TELEPHONE: 214/344-3700

TELEFAX: 214/344-4301

CONFIDENTIALITY NOTICE: Unless otherwise indicated, the information contained in this teletype is confidential and proprietary and is intended for the use of the individual or entity named herein. If the reader of this document is not the intended recipient or the recipient or agent responsible for delivering this teletype to the intended recipient, you are hereby notified that any dissemination, use (other than copying of this information) is strictly prohibited. If you have received this teletype in error, please immediately notify the sender via telephone (unless calls are prohibited), and return the original teletype to Jones, Andrews & Ortiz P.C., at its address at the address indicated above via the U.S. Postal Service. Thank you.

When applicable, this teletype document transmits information pursuant to Rules 21 and 21a of the Texas Rules of Civil Procedure.

FACSIMILE TRANSMISSION COVER SHEET

DATE: June 23, 2016 FACSIMILE NO. CALLED: 830-773-4439
TO: Leopoldo Velasco, District Clerk
FROM: Robin McGraw
RE: Cause No. 16-03-32879-MCVAJA; Javier Hernandez; and Araceli Hernandez v. State Farm Lloyd's and Rene Rodriguez in the 263rd Judicial District Court for Maverick County, Texas

NUMBER OF PAGES (including cover sheet): 2

NOTE: Please see the attached correspondence dated June 23, 2016, concerning the above-referenced matter. Thank you.

ORIGINAL WILL NOT FOLLOW

If you do not receive this teletype in its entirety, please call (214) 344-3700 for assistance.
To reply by teletype, dial (214) 344-4301.

Total Pages Scanned : 2

Total Pages Confirmed : 2

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	805	8307734439	04:32:38 p.m. 06-23-2016	00:00:16	2/2	2	EC	HS	CP28800

Abbreviations:

HS: Host send

HR: Host receive

WS: Waiting send

PL: Polled local

PR: Polled remote

MS: Mailbox save

MP: Mailbox print

RP: Report

FP: Fax Forward

CP: Completed

FA: Fail

TU: Terminated by user

TS: Terminated by system

G3: Group 3

EC: Error Correct

07/01/2016 11:37 District Clerk

(FAX)8307734439

P.032/032

JONES, ANDREWS & ORTIZ

ATTORNEYS AT LAW

A PROFESSIONAL CORPORATION

10100 REUNION PLACE, SUITE 600

SAN ANTONIO, TEXAS 78216

TELEPHONE 210/344-3900

TELECOPY 210/366-4301

WRITER'S DIRECT DIAL NUMBER/

E-MAIL ADDRESS:

210/ 308-4654

robin@jao-law.com

June 28, 2016

Maverick County District Clerk
 Leopoldo Vielma
 c/o Daisy
 500 Quarry Street, Suite 5
 Eagle Pass, Texas 78852

Via Lone Star Overnight

Re: Cause No: 16-03-32879-MCVAJA; *Javier Hernandez and Araceli Hernandez v. State Farm Lloyds and Rene Rodriguez*; In the 365th Judicial District Court for Maverick County, Texas

Dear Mr. Vielma:

Pursuant to my telephone conference with Daisy, please allow this as my formal request for copies of the State Court's **entire file, including the Court's Docket Sheet**. Please find attached check number 42690 in the amount of \$23.00 for the cost of the certified copies.

Please return the copies to our office in the enclosed self-addressed and stamped over-night envelope. If you should have any questions, please contact me at your convenience on my direct number above.

Thank you for your assistance with this request.

CERTIFIED TO BE A TRUE
 AND CORRECT COPY OF THE
 ORIGINAL ON THIS DAY

Very truly yours,

JUN 29 2016

/s/ Robin McGrew

LEOPOLDO VIELMA
 District Clerk Maverick County, Texas
 By: *[Signature]* Deputy

Robin McGrew
 Paralegal assisting Ray R. Ortiz

/rgm
 enclosures
 314.207

3:00
 FILED
 AT O'CLOCK PM

JUN 29 2016

LEOPOLDO VIELMA
 District Clerk Maverick County, Texas
 By: *[Signature]* Deputy

07/01/2016

11:29 District Clerk

(FAX)8307734439

P.001/032



Leopoldo Vielma
Maverick County District Clerk
500 Quarry Street, Suite #5
Eagle Pass, Texas 78852
Phone(830) 773-2629
Fax(830) 773-4439

To: *EVY*Fax #: *210-366-4301*From: *ABRAHAM (DAISY)*Date: *7-1-16*

Re:

CS# *16-03-32879*

Pages:

☒ Urgent☐ For Review☐ Please Comment☐ Please Reply☐ Please Recycle

Evvy,
I spoke to Daisy, the clerk in this respective case,
and she thought that this package had been shipped!
Our apologies. Here are the documents. I will call
you once I receive the fax confirmation.

Sincerely,

Abraham Cy

Cause No: 16-03-32879-MCVAJA

JAVIER HERNANDEZ AND
ARACELI HERNANDEZ

Plaintiffs,

v.

STATE FARM LLOYDS AND
RENE RODRIGUEZ,

Defendants.

§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

365TH JUDICIAL DISTRICT

MAVERICK COUNTY, TEXAS

DEFENDANTS STATE FARM LLOYDS' AND RENE RODRIGUEZ'
ORIGINAL ANSWER AND JURY DEMAND

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME State Farm Lloyds and Rene Rodriguez, alleged to be Defendants in this cause, and files this Original Answer in response to the Petition submitted by the above-named Plaintiffs. Without waiving any of their rights or defenses relating to the policy of insurance under which Plaintiffs purport to be claiming in this lawsuit and still insisting upon any and all policy conditions, exclusions, requirements, and other policy terms now or later arising, Defendants respond to Plaintiffs' Original Petition as follows:

GENERAL DENIAL

Subject to such stipulations and admissions as may hereinafter be made, Defendants assert a general denial as is authorized by Rule 92 of the Texas Rules of Civil Procedure, and Defendants respectfully request that Plaintiffs be required to prove the charges and allegations made against Defendants by a preponderance of the evidence as is required by the Constitution and the laws of the State of Texas.

DEMAND FOR JURY

Defendants respectfully demand a trial by jury.

PRAYER

WHEREFORE PREMISES CONSIDERED, Defendants State Farm Lloyds and Rene Rodriguez respectfully pray that Plaintiffs take nothing by reason of this lawsuit. Defendants further pray for additional and further relief to which they may show themselves to be justly entitled, at law or in equity.

Respectfully submitted,

JONES, ANDREWS & ORTIZ, P.C.

By: /s/ Ray R. Ortiz
Ray R. Ortiz
State Bar No. 15324280
ray@jao-law.com
Jonathan Law
jon@jao-law.com
State Bar No. 24028656
10100 Reunion Place, Suite 600
San Antonio, Texas 78216
210/344-3900 Telephone
210/366-4301 Facsimile

**ATTORNEYS FOR DEFENDANTS,
STATE FARM LLOYDS AND RENE RODRIGUEZ**

CERTIFICATE OF SERVICE

In accordance with the Texas Rules of Civil Procedure, on the 5th day of July, 2016 the above and foregoing instrument was served upon the following counsel of record via e-service:

Philip Broderick
Arguello, Hope & Associates
1110 NASA Parkway, Suite 620
Houston, Texas 77058

/s/ Ray R. Ortiz
Ray R. Ortiz/Jonathan Law